

Clearance Sale

Ready-Mixed PAINTS

FOR Household Purposes

One Qt.	Regular Price.	Special Price.
1 (41) Sand Stone	\$1.00	\$1.25
2 (40) Nile Green . . . . .	.60	.25
3 (38) Flesh Tint . . . . .	.60	.25
4 (37) Pure Lead . . . . .	.60	.25
5 (36) Maroon . . . . .	.60	.25
6 (26) Oxide . . . . .	.75	.35
7 (20) Oxide Red . . . . .	.60	.35
8 (12) Olive Green . . . . .	.60	.35
9 (11) Venetian Yellow . . . . .	.60	.35
10 (11) Pure Gray . . . . .	.60	.35
11 (3) Sage Green . . . . .	.60	.35
12 (OW) Pure White . . . . .	.60	.35

Also, Prepared Carriage Paints.

One Qt.	Regular Price.	Special Price.
1 Lemon Yellow	\$1.00	\$1.50
2 Wine	1.00	.50
3 Vermillion	1.00	.50
4 Coach Green	1.00	.50

Also, Aspinall's Genuine English Enamel for Furniture, Etc.

One Pt.	Regular Price.	Special Price.
1 Sky Blue	\$1.00	.25
2 Pale Blue . . . . .	.50	.25
3 French Gray . . . . .	.50	.25
4 Flamingo . . . . .	.50	.25
5 Stone . . . . .	.50	.25
6 Turquoise . . . . .	.50	.25

Paint Brushes of all kinds at Greatly Reduced Prices.

W. W. Dimond & Co.,
LIMITED.
Von Holt Block, King Street.

Rock for Ballast
White and Black Sand
IN QUANTITIES TO SUIT.
EXCAVATING CONTRACTED FOR.
CORAL AND SOIL FOR SALE.
Dump carts furnished by the day on an hour's notice.

H. R. HITCHCOCK.
Office opposite Union Feed Co. on Queen street. Telephone Main 234.

INVINCIBLE

typewriter paper

HAS NO SUPERIOR

OAHU ICE & ELECTRIC CO.

ICE DELIVERED
To any part of the City.

Hoffman & Markham.
Telephone Blue 211. P. O. Box 24.
Office: Kewala.

YESTERDAY'S COURT NEWS

Two Cases Tried Before Judge Edings.

DECISION OF SUPREME COURT

Supreme Court Sustains First Circuit Verdict in Matter of Christley Deed.

The First Judge of the First Circuit Court was occupied all day yesterday with the argument and matter in connection with the reports of the grand jury on the charges of bribery in the Legislature. The particulars appear elsewhere.

JUDGE EDINGS' COURT.

The assumption case of Schweitzer & Co. vs. Chas. J. Fishel was taken up by Judge Edings yesterday, jury being waived. F. W. Hankey appeared for the plaintiff and Magoon & Thompson for the defendant.

The case was argued and submitted before the noon hour, and the matter was taken under consideration by the court.

The case of Lum Sung Company et al vs. Marian C. Luning, which is an action on contract, came up in the afternoon, Magoon & Thompson appearing for the plaintiff and F. W. Hankey for the defendant.

The contract upon which the suit was based was objected to by counsel for defendant, upon the ground that it was signed by only one member of the company bringing suit, and upon motion of Mr. Hankey the court ruled that the contract could not be admitted in evidence. This ruling practically defeated the plaintiff's case, and counsel for plaintiff rested the matter with the court; counsel for the defendant also, and moved the court to direct the jury to return a verdict for non-suit. This the court did, and the jury found for the defendant. The jury in the case was as follows: E. C. Holstein, Solomon Peck, Walter A. Hardy, Albert E. Lloyd, Solomon D. Koki, Thos. J. Quinn, Wm. H. Cunningham, Wm. B. Rice, Wm. H. McNerny, Walter M. Pomroy, James L. Aholo and Vincent Fernandez.

COURT NOTES.
John S. Prendergast, administrator of the estate of Kaalewa Pearson, has filed his final account, charging himself with \$300 and asking to be allowed \$20.25, and petitioning for allowance of accounts and final distribution and discharge. An order has been issued giving notice that the hearing of such petition will be had on Monday, July 1, at 10 o'clock a. m.

The defendant in the case of J. A. Magoon vs. Louis Marks has filed his bill of exceptions and transcript on appeal.

DIVORCE PROCEEDINGS.
In the action for divorce of Libana de Nobrega vs. Sylvano de Nobrega, the defendant yesterday filed an answer to the amended complaint of plaintiff.

In addition to the general denial of all the allegations of the complaint, the defendant alleges that on April 13, 1899, he conveyed by deed, in fee simple, to Joe de Nobrega, son of plaintiff and defendant, a certain house and lot in Nuuanu valley of the value of \$3,500, with the object, purpose and understanding that the same would immediately be conveyed to the plaintiff for her sole use, benefit and maintenance; the said premises were so conveyed on April 13, and that she has ever since been in possession of same.

Also that from September 28, 1898, to January 25, 1901, defendant paid to plaintiff the sum of \$5 per week for their support and maintenance, and that ever since the latter date he has been at all times ready and willing to pay the same, although plaintiff has failed to demand and receive said \$5 per week.

J. M. Long is attorney for the defendant.

CHRISTLEY VS. MAGOON DECISION.
The Supreme Court yesterday rendered decision in the equity case of Thomas Christley vs. J. A. Magoon and Emmeline M. Magoon, which was submitted on December 26, 1900. The decision was in favor of Christley.

The case was a suit to cancel a deed dated November 2, 1898, from plaintiff to defendant Emmeline M. Magoon of 247 acres of land on the easterly side of Fort street, between School and Vineyard streets, in Honolulu; the consideration named in the deed was \$10,000, although the real consideration was an oral promise to pay the plaintiff's debts, amounting to \$4,000 and a written promise to pay the plaintiff \$75 per month for the remainder of his life.

The deed was held to have been procured through undue influence, as shown by the existence of the confidential relationships of attorney and client and principal and agent between the parties, the mental weaknesses of the plaintiff and the inadequacy of the consideration. The grounds relied upon are fraud and mistake.

The opinion is by Justice Frear, and Judge Edings sat in place of Justice Perry, disqualified. Hatch and Sullivan and J. T. De Kint were attorneys for the plaintiff, and Kinney, Ballou & McClanahan for defendant.

The syllabus of Justice Frear's opinion shows that for two years preceding the execution of the deed J. A. Magoon had been the plaintiff's agent in respect to the plaintiff's property in question, collecting rents, paying taxes, etc., and advising him professionally in matters of law; that plaintiff trusted him implicitly; that plaintiff was simple and absent-minded and susceptible to influence; that plaintiff's wife had left him and that he was worried with money troubles and cares; that he was 60 years of age, and was a carpenter and a dairyman; that he worked hard and was troubled with ill-health; that he was greatly discouraged; that his property had been purchased with his own hard earnings; that on October 31, 1898, the defendants paid plaintiff a visit and after talking over the plaintiff's troubles, an agreement was entered into, whereby the defendants offered to pay him \$75 per month for the

remainder of his life, and to pay off his \$4,000 debts in return for the property; that the plaintiff, wishing to escape the cares and responsibilities of the property, agreed to this and signed the deed, the consideration being grossly inadequate to the worth of the property, the rentals alone bringing in \$113 or more per month, and the property of the value, at the minimum estimate, of \$25,000; that subsequently plaintiff's wife returned to him and they became reconciled, and that plaintiff's eyes were then opened to the nature of the business deal he had made. The opinion then concludes: "We need not go into the question as to whether the plaintiff, as he now claims, thought he was signing a deed in trust for his children, subject to the payment of \$75 a month to him for life out of the rents. There is certainly much evidence that it is difficult to reconcile with that theory, as well as some in support of it. We may even assume that the defendants thought they were being magnanimous toward the plaintiff, at least to the extent of thinking that the new arrangement was better for him, considering all his troubles, than the old. But in view of the then existing relationship of principal and agent with reference to this property, the relationship of attorney and client, the plaintiff's weakness and his trust in the defendants, the defendants' interest in the transaction, and the inadequacy of the consideration, equity must on well-established principles undo the transaction. The presumption from such relationships is against the defendants. It is for them to show adequacy of consideration and that the parties were dealing with each other at arm's length or that they advised and acted with reference to the plaintiff's interests, as if the latter had been dealing with a third party. The plaintiff, while he may have understood that that was done, which was done, apparently did not fully realize what it all meant. He trusted to the defendants to do what was best for him. The presumption of undue influence arises from the existence of the fiduciary or confidential relationship. Such relationship in this connection has a broad meaning. It includes the relationship of attorney and client and even that of principal and agent. The presumption is stronger where the relationship exists in respect of the property in question, where the party claiming to be injured is affected in mentally inferior to the other, and where the consideration paid is not clearly adequate. This presumption arises in the present case and has not been overcome.

"The defendants further rely on ratification or acquiescence, on the ground that if he did not realize what was done at the time, he did afterwards and yet continued to accept for several months the payments of \$75 a month and to recognize the transaction in other ways. A complete answer to this is that the influence which the defendants exercised over the plaintiff and the confidence he reposed in them continued during this period. He was, as already noted, living with the defendants in their home. He does not appear to have acted with any intent to recognize the validity of the transaction after he was removed from such influence.

"The defendants further rely on the plaintiff's failure to tender to the defendants what they had paid out under the agreement, on account of debts or the annuity. The plaintiff in his bill alleges that he had requested the defendant, Mr. Magoon, for an account, but that the latter had failed to render one, and he prays for an accounting. The defendants had been in possession and received the rents of the land, for aught that the plaintiff knew, so far as appears, and the plaintiff knew, so far as appears, that he received more than they paid out. The defendant, Mr. Magoon, testified that the mortgage debt, which was more than half of the \$4,000 indebtedness, was not paid until after the suit was commenced. At the hearing the plaintiff offered to pay all that the defendants had paid out under the agreement. Apparently no question as to tender was raised in the lower court. The Court decreed not only that the deed was null and void and that it be set aside and cancelled, and that the defendant, Mrs. Magoon, be a trustee for the plaintiff of the property in question, and that the defendants execute a deed of the property to the plaintiff, and account to him for all moneys received by them therefrom and as his agent, but also made an order conditional upon his paying to them or into court all sums paid by them towards the \$4,000 debts and \$75 payments. Under these circumstances the defendants are amply protected, and it would not be equitable to allow them to now rely upon failure to make a tender prior to bringing the suit.

"Of course those who took leases of the property from Mrs. Magoon after she acquired title under the deed in question would not be affected by the decree in this case, for they are not parties. We presume, also, that they would not be affected even if they were parties, for the reason that they took innocently. But it may be that if the deed were set aside as null and void at the time of its execution, Christley would technically have a right of action against the Magoons for having made the leases, even though he might be able to recover only nominal damages, for apparently the leases were made on terms as favorable to the lessor as could be obtained. He who seeks equity must do equity. Christley was not altogether blameless. He was aware of the execution of the leases and while he did not go so far as to hold that his knowledge and failure to object operates as an estoppel against his setting up undue influence, because the undue influence continued, yet he may as a matter of equity be given relief only on condition that he place the defendants as far as possible in their former position. He has elected to come into equity rather than go to law. In our opinion it will be as much as he can fairly ask so far as the deed is concerned to have Mrs. Magoon declared a trustee for him and to convey the property to him subject to the leases, and not to declare the deed null and void and order it cancelled.

"The case is remanded to the Circuit Judge with directions to modify the decree in conformity with these views and for such further proceedings as may be proper."

GARTERS FOR DOGS.

"A woman with a pet dog can make more kinds of a fool of herself than any other being under the sun," sagely remarked one of the salesmen in a Chestnut street jewelry store yesterday. "A girl with an ugly brute of a bulldog came in this morning and said she wanted to look at garters. I showed her several very handsome pairs, but she said she wanted three, all alike. I thought she meant three pairs, but it turned out that she wanted three garters, one for herself and one to match them for her dog. A friend of hers who had just returned from abroad had told her that it was quite the thing in Paris and London for dogs to wear garters on the left forelegs. I thought she was ever hear of such idiocy. Of course the girl's pet, and she decided that she would have one made to order. She felt herself to be very much aggrieved because we would not undertake the commission for her, and she flounced out of the store in a petty rage."—Philadelphia Record.

THE FIRST American Savings & Trust Co.

OF HAWAII, LTD.
Capital, \$250,000.00.
President Cecil Brown
Vice President M. F. Robinson
Cashier W. G. Cooper
Principal Office: Fort, near Merchant Street.
Branch Office: Hilo, Hawaii.

Conducts a General Banking Business AT HONOLULU AND HILO.

SAVINGS DEPOSITS received and interest allowed for yearly deposits at the rate of 4 1/2 per cent per annum. Rules and regulations of savings department furnished upon application.

ALEXANDER & BALDWIN

LIMITED.
OFFICERS:
H. P. Baldwin President
J. B. Castle First Vice President
W. M. Alexander Second Vice President
J. P. Cooke Treasurer
W. O. Smith Secretary and Auditor

Sugar Factors Commission Merchants

AGENTS FOR
Hawaiian Commercial & Sugar Co.,
Hoku Sugar Company,
Pala Plantation Company,
Nahiku Sugar Company,
Kihel Plantation Company,
Hawaiian Sugar Company,
Kahului Railroad Company,
and
British-American Line.

Hawaii Land Co. LIMITED.

Capital Stock \$100,000.
Capital, paid up \$55,000.

OFFICERS.
W. C. Achi President and Manager
M. K. Nakulua Vice President
J. Makinai Treasurer
Enoch Johnson Secretary
George L. Desha Auditor

BOARD OF DIRECTORS.
Jonah Kumalea J. Makinai,
J. W. Biplikane.

The above Company will buy, lease, or sell lands in all parts of the Hawaiian Islands; and also has houses in the city of Honolulu for rent.

Valuable Land IN THE CITY

For Lease

ATTRACTIVE COTTAGES

For Rent

Beautiful Home

FOR SALE

APPLY TO

Hawaiian Trust & Investment COMPANY, LTD.

923 Fort street, Honolulu. Tel. Main 184.

ESTABLISHED IN 1853.

BISHOP & CO.

—Bankers—

TRANSACT A GENERAL BANKING AND EXCHANGE BUSINESS.

Commercial and Travelers' Letters of Credit issued, available in all the Principal Cities of the World.

INTEREST allowed after July 1, 1898, on fixed deposits: 7 days' notice, 3 per cent (this form will not bear interest unless it remains undisturbed for one month); 3 months, 3 per cent; 6 months, 3 1/2 per cent; 12 months, 4 per cent.

CASTLE & COOKE CO., Ltd. HONOLULU.

Commission Merchants SUGAR FACTORS.

AGENTS FOR
The Ewa Plantation Company,
The Waiatua Agricultural Co., Ltd.,
The Kohala Sugar Company,
The Waimea Sugar Mill Company,
The Fulton Iron Works, St. Louis, Mo.
The Standard Oil Company,
The George F. Blake Steam Pumps,
Weston's Centrifugal,
The New England Mutual Life Insurance Company, of Boston,
The Aetna Fire Insurance Company, of Hartford, Conn.,
The Alliance Insurance Company, of London.

THE BANK of HAWAII LIMITED.

Incorporated under the Laws of the Territory of Hawaii.
PAID UP CAPITAL - \$600,000
RESERVE - 50,000
UNDIVIDED PROFITS - 121,000

OFFICERS AND DIRECTORS.

Charles M. Cooke President
P. C. Jones Vice President
C. H. Cooke Cashier
F. C. Atherton Assistant Cashier
Henry Waterhouse, Tom May, F. W. Macfarlane, E. D. Tenney, J. A. McCandless.
Solicits the Accounts of Firms, Corporations, Trusts, Individuals, and with promptly and carefully attend to all business connected with banking entrusted to it. Sell and Purchase Foreign Exchange, Issue Letters of Credit.

SAVINGS DEPARTMENT.

Ordinary and Term Deposits received and interest allowed in accordance with rules and conditions printed in passbooks, copies of which may be had on application.
Judd Building, Fort Street.

Claus Spreckels. Wm. G. Irwin.

Claus Spreckels & Co Bankers HONOLULU, H. T.

SAN FRANCISCO AGENTS—THE NEVADA NATIONAL BANK OF SAN FRANCISCO.

DRAW EXCHANGE ON

SAN FRANCISCO—The Nevada National Bank of San Francisco.
LONDON—The Union Bank of London, Ltd.
NEW YORK—American Exchange National Bank.
CHICAGO—Merchants' National Bank.
PARIS—Credit Lyonnais.
BERLIN—Dresdener Bank.
HONGKONG AND YOKOHAMA—Hongkong and Shanghai Banking Corporation.
NEW ZEALAND AND AUSTRALIA—Bank of New Zealand.
VICTORIA AND VANCOUVER—Bank of British North America.

Transact a General Banking & Exchange Business

Deposits Received, Loans made on Approved Security, Commercial and Travelers' Credits Issued, Bill of Exchange Bought and Sold.
COLLECTIONS PROMPTLY ACCOUNTED FOR.

BISHOP & CO. SAVINGS BANK

Office at bank building on Merchant street.

• • •

Savings Deposits will be received and interest allowed by this Bank at 4 per cent per annum.

• • •

Printed copies of the Rules and Regulations may be obtained on application.

BISHOP & CO.

Honolulu, September 7, 1898.

THE YOKOHAMA SPECIE BANK LIMITED.

Subscribed Capital . . . Yen 24,000,000
Paid Up Capital . . . Yen 18,000,000
Reserved Fund . . . Yen 8,810,000

HEAD OFFICE: YOKOHAMA.

INTEREST ALLOWED.

On Fixed Deposit for 12 months, 4 per cent per annum.
On Fixed Deposit for 6 months, 3 1/2 per cent per annum.
On Fixed Deposit for 3 months, 3 per cent per annum.

The bank buys and receives for collection Bills of Exchange, Issues Drafts and Letters of Credit, and transacts a general banking business.

Branch of Yokohama Specie Bank, New Republic Building, Honolulu, H. T.

C. BREWER & CO. L'D

Queen Street, Honolulu, H. T.

AGENTS FOR

Hawaiian Agricultural Company, Oahu.
Maui Sugar Company, Honolulu.
Waikiki Sugar Company, Honolulu.
American Sugar Company, Honolulu.
Sugar Company, Oahu.
Haleakala Sugar Company, Maui.
Kapapala Ranch, Molokai.
Planters' Line, San Francisco.
Charles Brewer & Co's Line of Boston Packets.
Agents Boston Board of Underwriters.
Agents for Philadelphia Board of Underwriters.
Standard Oil Company.

LIST OF OFFICERS:

C. M. Cooke, President; George M. Robertson, Manager; E. F. Bishop, Treasurer and Secretary; Col. W. Allen, Auditor; P. C. Jones, H. Waterhouse, G. R. Carter, Directors.

JUHEI ISHIZUKA

AGENCY OF

KEI HIN BANK, LTD. VINEYARD ST.

Transact General Banking and Exchange Business.

HEAD OFFICE . . . TOKYO, JAPAN

DRAW EXCHANGE ON FIRST NATIONAL BANK, YOKOHAMA.

H. W. FOSTER & CO.,

Gold and Silversmiths

FINE WATCH REPAIRING, ENGRAVING and DIAMOND SETTING, All Goods and Work Guaranteed, HOTEL STREET.